Supreme Court, U.S.
FILED

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OFFICE OF THE CLERK

No.

In The

Supreme Court of the United States

CHAGGRIT SAWANGKAO, M.D.
Petitioner

v.

BANKERS TRUST COMPANY OF CALIFORNIA,N.A.
c/o DELTA FUNDING CORPORATION, servicing agent
et al,
Respondents

On Petition For Writ of Certiorari
To The State of New York Court of Appeals

PETITION FOR WRIT OF CERTIORARI

Chaggrit Sawangkao, M.D.
Pro Se.
301 Seneca Avenue
Ridgewood, N.Y. 11385
Phone No. (718) 496-5250

QUESTIONS PRESENTED

The questions presented to the Supreme Court of the United States for review are:

1, Judgment of Foreclosure and Sale, New York State Supreme Court, County of Queens, December 23, 1999 Index No. 5239/99.

2, Decision of State of New York Court of Appeals, April 5, 2005.

3, Decision of Supreme Court of the State of New York Appellate Division: Second Judicial Department, December 17, 2004.

4, Order of Supreme Court of the State of New York, County of Queens, Index No. 5239/99 March 31, 2004.

LIST OF PARTIES

[ ] All parties appear in the caption of the case on the cover page.

[X] All parties DO NOT appear in the caption of the case on the cover page. A list of all parties to the proceeding in the court whose judgment is the subject of this petition is as follows:

Chaggrit Sawangkao, M.D.
Defendant/Petitioner, Pro Se.
801 Seneca Avenue,
Ridgewood, N.Y. 11385
Phone: (718) 496-5250

Bankers Trust Company of California, N.A.
c/o Delta Funding Corporation, Servicing Agent, et al.
Plaintiffs/Respondents.
Attorneys: Scott A. Koltun, Esq.
Peter T. Roach & Associates
100 Jericho Quadrangle, Suite 215
Jericho, New York 11753
Phone: (516) 938-3100

Kingsland Funding Corporation.
Plaintiff/Respondent.
Attorney: Lawrence C. Mc.Court, Esq.
Heiberger & Associates.
205 Lexington Avenue, 19th. Floor
New York, N.Y. 10016
Phone: (212) 532-0500

NYC Property Rehab. Corp.
Plaintiff/Respondent
Attorney: Paul Golden, Esq.
Hagan, Coury & Associates
908 Fourth Avenue,
Brooklyn, N.Y. 11232
Phone: (718) 788-5052

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APPENDIX D: Order of Supreme Court of State of New York, County of Queens, March 31, 2004.
APPENDIX E: U.S. Constitution Amendment 14
APPENDIX F: Exhibits to Statement of the Case:
B, New First Mortgage of $ 200,000.
C, New Second Mortgage $ 50,000.
E, Kingsland Funding Itemized Finance Mortgage.
G, The real bill of NYC Department of Environmental Protection.
H, Delta Funding Corp. Settlement Statement.

IN THE
SUPREME COURT OF THE UNITED STATES
PETITION FOR WRIT OF CERTIORARI

Petitioner respectfully prays that a writ of certiorari issue to review the judgment below:

OPINIONS BELOW

[ ] For cases from federal courts:

The opinion of the United States court of appeals appears at Appendix ___ to the petition and is

[ ] reported at _____; or,

[ ] has been designated for publication but is not yet reported; or,

[ ] is unpublished.

The opinion of the United States district court appears at Appendix ___ to the petition and is

[ ] reported at _____ ; or,

[ ] has been designated for publication but is not yet reported; or

[ ] is unpublished.

[X] For cases from state courts:

The opinion of the highest state court to review the merits appears at Appendix B to the petition and is

[X] reported at www.courts.state.ny.us/ctapps; or,

[ ] has been designated for publication but is not yet reported; or,

[ ] is unpublished.

The opinion of the Supreme Court of State of N.Y. and Appellate Div. court appears at Appendix A,C.D. to the petition and is

[X] reported at www.nycourts.gov ; or,

[ ] has been designated for publication but is not yet reported; or,

[ ] is unpublished.

JURISDICTION

[ ] For cases from federal courts:

The date on which the United States Court of Appeals decided my case was _____

[ ] No petition for rehearing was timely filed in my case.

[ ] A timely petition for rehearing was denied by the United States Court of Appeals on the following date: _____, and a copy of the order denying rehearing appears at Appendix _____.

[ ] An extension of time to file the petition for a writ of certiorari was granted to and including _____ (date) on _____(date) in Application No.__A_____.

The jurisdiction of this Court is invoked under 28 U.S.C. s 1254(1).

[X] For cases from state courts:

The date on which the highest state court decided my case was April 5, 2005 . A copy of that decision appears at Appendix B .

[ ] A timely petition for rehearing was thereafter denied on the following date: NONE , and a copy of the order denying rehearing appears at Appendix _____.

[ ] An extension of time to file the petition for writ of certiorari was granted to and including NONE (date) on _____(date) in Application No.___A_____.

The jurisdiction of this Court is invoked under 28 U.S.C. s 1257(a).

CONSTITUTIONAL AND STATUTORY PROVISION INVOLVED

In this case:

Chaggrit Sawangkao, M.D.

Petitioner,

v.

Bankers Trust Company of California, N.A.
c/o Delta Funding Corporation, servicing agent
et al,
Respondents.

The Constitutional Provisions involved is The United States Constitution, Amendment 14 Citizen's Rights: no state can take away or restrict any right to property, privilege or protection of citizens of the United States.

STATEMENT OF CASE

On or about June 6, 1997 local real estate consultant referred petitioner to consult the American Funding Corporation in Brooklyn for further evaluation in paying the real estate taxes NYCTL 1996 Trust of premises 802 Seneca Avenue, Ridgewood, N.Y. with J.E. Robert Company who managed the account, in which petitioner had begun making monthly payments already for few times before meeting with the American Funding Corporation. Waiting in that office was attorney Mastroianni of Wieder & Mastroianni Law Firm to provide service for petitioner.

On June 10, 1997 The American Funding Corporation and attorney Mastroianni referred petitioner to close mortgage on premise 802 Seneca Avenue, Ridgewood with the Kingsland Funding Corporation at 238 East 53rd. Street, New York, N.Y. 10022 in the amount financed of $ 165,000.00. Petitioner felt that was unnecessary and unusually high amount of money financed for the liability of taxes payment of $ 43,522.05 on premises 802 Seneca Avenue.

Michael Hershkowitz, the Chief Officer and Manager of the Kingsland Funding Corporation and attorney John Wieder of the Law Firm of Mastroianni & Wieder were waiting to provide service to petitioner at the Kingsland Funding Corporation office location which was also the constant work place for attorney John Wieder. Certainly it was a conflict of interest to have the associated Kingsland Funding law firm of John Wieder representing the petitioner to close the mortgage.

Michael Hershkowitz denied petitioner's request and petitioner's right to have own attorney from petitioner's community of Ridgewood for representation at the closing of the mortgage, in violation of Amendment 14 of the Constitution of the United States, Citizens' Right.

Michael Hershkowitz and the attorney transformed the premises 802 Seneca Avenue into 802 Seneca Corporation with intention to harm and cause damage to petitioner and held the corporate seal in his possession illegally all year. Michael Hershkowitz wanted to make sure that petitioner was unable to open the business account with any bank, unable to do business transaction and to refinance with any one for premises 802 Seneca Avenue.

Respondent Kingsland Funding Corporation and Michael Hershkowitz created the fraudulent and illegitimate mortgage on premises 802 Seneca Avenue, Ridgewood, N.Y. by failing to pay off the two existing mortgages: The First Mortgage $ 200,000.00 Mortgage Lender, Gen. Tienchai Sirisumpan, dated August 14, 1995 which satisfied the Note and Mortgage of Ridgewood Savings Bank dated May 20, 1987. The Second Mortgage $ 50,000.00 Mortgage Lender: S.K.S. Import-Export GMBH, dated on 02/29/1996. The copies of the two said evidences are attached hereto as Exhibits "B" and "C". The Itemization of Amount Financed created by the Kingsland Funding Corporation, dated June 10, 1997 showed no disbursement payments were made to these two lenders in the total amount of $ 250,000.00 and its copy is attached hereto as Exhibit "E".

Respondents Michael Hershkowitz and the Kingsland Funding Corporation charged the Brokers Fees twice, and unusually high fees of the amount $ 22,275.00 for

the American Funding Corporation and $22,275.00 for the Kingsland Funding Corporation as the evidence appeared in Exhibit "E".

Respondents Michael Hershkowitz and the Kingsland Funding Corporation made fraudulent bill of NYC Department of Environmental Protection of $ 22,394.52 and made the disbursement payment check, in which the real bill 8 months earlier dated October 10, 1995 was $ 2,116.64 and the copy of this bill is annexed hereto as Exhibit "G".

Kingsland Funding Corporation made petitioner pay $ 25,000.00 for the interest of this illegitimate mortgage from July 1997 to July 1998.

Respondents the Kingsland Funding Corporation and Michael Hershkowitz had caused severe psychological trauma and mental distress to petitioner since June 10, 1997. Petitioner had loss the full ability to practice medicine and caused the loss of income $ 150,000.00 per year for 6 years in the total amount of $ 900,000.00 and the loss of apartments rental income of $ 96,000.00 per year for 6 years in the total amount of $ 576,000.00 plus the wrongful loss of Medical Healthcare Market value of $ 20 millions (no. of families of patients 10,000 x $ 5,000.00/yr.), in total sum of $ 21, 476,000.00.

Delta Funding Corporation and Bankers Trust Company of California, N.A. took over and continue to carry on as the holder of the illegitimate mortgage on premises 802 Seneca Avenue, Ridgewood (Block 3461, Lot 24) from the Kingsland Funding Corporation on August 18, 1998 with the principal sum of $ 200,000.00. Respondents' Settlement Agent was the law firm of Wieder & Mastroianni who was also working at the Kingsland Funding Corporation. Two pages copies of the Settlement Statement of Delta Funding Corporation dated August 18, 1998 are annexed hereto as Exhibit "H".

Respondents Delta Funding Corporation and Bankers Trust Company of California, N.A. entered a Judgment of Foreclosure and Sale of the illegitimate mortgage premises 802 Seneca Avenue on December 23, 1999 with Index No. 5239/99 and approximate amount of lien $ 235,668.24 plus interest and costs. The action and Order certainly were wrong and unlawful. Additional supportive evidence as a letter to the New York State Attorney General dated August 16, 2000 is annexed herewith as Exhibit "J". While in process of searching and collecting factual evident documents for over six years as annexed Exhibits "A" to "Q" submitted herewith, petitioner used all means of legal rights of defense to protect petitioner's only primary home at premises 802 Seneca Avenue as a saving of a lifetime, and in process to recover property which included nine Chapter 13 Bankruptcy filings, designed and created by the Congress of The United States and Federal Law to protect home owners, whose homes had been stolen. The Forbearance Agreement on the illegitimate mortgage, Delta Funding Corporation had done fraudulently on January 01, 2001 with petitioner in severe distress, without petitioner's attorney presence, without any explanation to petitioner and made petitioner signed the documents without the presence of Notary Public at the time of the signing. On December 17, 2003, with the intent to harm and to evict petitioner from petitioner's own home premises, respondents Delta Funding Corporation and Bankers Trust Company of California, N.A. sole and closed mortgage on premises 802 Seneca Avenue with Steven Sfera, NYC Property Rehab. Corp., illegitimately, without petitioner's authorization, permission and any agreements, and without notice to petitioner in violation of petitioner's legal right as the only legitimate property owner.

On December 17, 2003 about 5 pm., following the unsuccessful attempt the night before, respondent Steven Sfera and six men armed with heavy metal instruments, broke in the building medical office premises 802 Seneca Avenue entrance door, caused extreme intimidation to petitioner and several other patients and neighbor without displaying the legitimate deed to petitioner, changed all locks of building entrance doors and all every apartment doors with intent to harm and evict petitioner. Respondents Steven Sfera, NYC Property Rehab. Corp. had caused petitioner the wrongful loss of primary home and medical office practice value of $ 3.5 millions (medical practice income $ 200,000 x 15 years = $ 3 millions with building property value $ 0.5 million) plus the wrongful loss of Medical Healthcare Market value of $ 10 millions, in total loss of $ 13.5 millions.

Delta Funding Corporation and Bankers Trust Company of California, N.A. had caused petitioner the wrongful loss of primary home in value of $ 520,000, severe psychological trauma and severe mental distress for 5 years since August 1998. Petitioner had loss the full ability to practice medicine and cause the loss of income $ 150,000.00 per year for 6 years, in the total amount of $ 900,000.00 and the loss of apartments rental income of $ 96,000.00 per year for 6 years, in the total amount of $ 576,000.00 plus the wrongful loss of Medical Healthcare Market value of $ 20 millions (no. of families of patients 10,000 x $ 5,000/yr.), in total sum of $ 21,476,000.00.

REASONS FOR GRANTING THE PETITION

The Supreme Court should grant the petition because:

The Appellate Division of New York State Supreme Court and State of New York Court of Appeals dismissed the appeal upon the ground that the remaining portion of the Order does not finally determine the action within the meaning of the Constitution.

Order of Judgment of Foreclosure and Sale entered December 23, 1999 and Order on March 31, 2004 (entered April 07, 2004) by the Supreme Court of the State of New York, county of Queens were wrong, were made without consideration and examination of the Exhibits of factual evidences presented to the Court, because the mortgage of premises 802 Seneca Avenue was made and created with the fraudulent processes by Delta Funding Corporation and the Kingsland Funding Corporation, in June 10, 1997 [Exhibit "E"] and August 18, 1998 [Exhibit "H"] by failure to pay off the two existing mortgages which took over the Ridgewood Savings Bank from August 14, 1995 for $ 250,000.00. First Mortgage Lender by Gen. Tienchai Sirisumpan in the amount of $ 200,000.00 [Exhibit "B"] and Second Mortgage Lender by S.K.S. Import-Export GMBH in the amount of $ 50,000.00 [Exhibit "C"].

The Delta Funding Corporation created the Covered Loan on August 18, 1998 for premises 802 Seneca Avenue in the fraudulent process by taking over the Originator's Kingsland Funding Corporation fraudulent mortgage on the same premises which was created a year earlier for $ 200,000.00, by the same Law Firm of Wieder & Mastroianni, Attorneys and Settlement Agent who worked

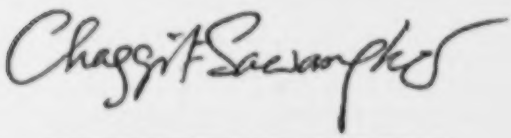
for both Delta Funding Corporation and Kingsland Funding Corporation [Exhibits E & H], therefore established the connection between Delta Funding Corporation and the Kingsland Funding Corporation.

Therefore, the mortgage on premises 802 Seneca Avenue created by the Delta Funding Corporation and the Kingsland Funding Corporation and which was in Judgment of Foreclosure and Sale on December 23,1999, Index No. 5239/99 was fraudulent. The Decisions of these New York State Courts were erroneous. It is also the national importance of having The United States Supreme Court decide the questions involved as for the safety and privilege of the elderly citizens of illiteracy in the real estate knowledge to be protected, according to the Constitution of the United States Amendment 14.

CONCLUSION

The petition for a writ of certiorari should be granted.

Respectfully submitted,



Chaggrit Sawangkao, M.D.

Date: June 25, 2005

APPENDIX A

At an IAS Part 17 of the Supreme Court of the State of New York, held in and for the County of Queens, at the courthouse located at 88-11 Sutphin Blvd, Jamaica, New York on 23rd. day ofDecember,1999.

PRESENT:
HON. ORIN R.KITZES, Justice

Judgment of Foreclosure And Sale:

BANKERS TRUST COMPANY OF CALIFORNIA, N.A. c/o DELTA FUNDING CORPORATION, servicing agent,

Plaintiff,

v.

Index No. 5239/99
Filing: 3/9/99

CHAGGRIT SAWANGKAO, M.D. et al,

Defendant.

On the Notice of Pendency, Summons and Verified Complaint filed herein on the 9th. day of March, 1999 and all proceedings thereon; and on reading and filing the Affirmation of David M. Namm, Esq., an attorney for plaintiffs, dated the 23rd. day of November, 1999, from which it appears that the provisions of the Soldiers' and Sailers' Civil Relief Act of 1940 have been duly complied with, and the Affirmation of David M. Namm, Esq., a support of a request for legal fees, dated the 23rd. day of November, 1999; and upon the Affidavits of Service on each of the defendants herein on file in this action; and upon the Order herein dated the 7th. day of September, 1999, appointing PETER F. VALLONE, JR., Esq. as

Referee to ascertain and compute the amounts due to the Plaintiff for principal, interest and otherwise on the Note and Mortgage set forth in the Verified Complaint and to examine and report whether the mortgage premises can be sold in parcels, and upon all proceedings had herein, from all of whether it appears that this action was brought to foreclose a Mortgage on real property situated in the County of Queens; that the outstanding principal balance secured by said mortgage, to with the sum of Two Hundred Thousand Dollars and 00/ Cents ($ 200,000.00) together with interest thereon and carrying charges expended by Plaintiff is now due and payable; that the Notice of Pendency that herein contains correctly and truly all of the particular required by law to be stated therein; that more than twenty (20) days have elapsed since the filing of such Notice of Pendency; that none of the defendants herein is an infant, incompetent that none of the defendants herein has answered or moved and the time to so answer or move has expired and has not been handed by court order or otherwise; and that no defendant is entitle to notice of this application for Judgment of foreclosure and sale, having either defaulted or having appeared and waived hereof; and upon reading and filing the report of the referee dated the 15th. day of November, 1999, from which it appears that the sum of Two Hundred Thirty-Five Thousand Six Hundred Sixty-Eight Dollars and 24/cents ($235, 668.24) was due to the Plaintiff on the 19th. day of October, 1999 and that the mortgaged premises should be sold in one parcel; and after due deliberation having been had hereon.

Now, on motion of David M. Namm, Esq. attorney for the Plaintiff herein; it is

Ordered, Adjudged And Decreed, that the report of PETER F. VALLONE, JR, Esq., dated November 15, 1999 be and the same is hereby in all respects ratified and confirmed and it is further

Ordered, Adjudged and Decreed, that the mortgaged premises described in the Verified Complaint in this action and as hereafter described, or such part thereof as may be sufficient to discharge the mortgage debt, the expenses of the sale and the costs of this action as provided by the Real Property and Proceedings Law, be sold in one parcel, at public auction at 88-11 Sutphin Blvd., Jamaica, New York by and under the direction of PETER F. VALLONE, JR.,Esq. who is hereby appointed Referee for the purpose; that the said referee give public notice of time and place of such said in accordance with RPAPL section 231 in Newsday 235 Belville, N.Y. 11747 and that the plaintiff or any other parties in this action may become the purchaser at such said that in case the plaintiff shall become the purchaser at the sale, it shall not be required to make any deposit thereon; that the Referee execute to the purchaser or purchasers on such a deed of the premises sold; that in the event a party other than the plaintiff become the purchaser or purchasers at such sale, the closing of title shall be had thirty days after such sale unless otherwise stipulated by all parties to the sale; and it is further

Order, Adjudged And Decreed, that the said Referee on receiving the proceeds of such sale shall forthwith pay therefrom, in accordance with their priority according to law, the taxes, assessment, sewer rents or water or may become liens on the premises at the time of sale with such interest or penalties which may have lawfully accrued thereon to the date of payment; and it is further

Ordered, Adjudged and Decreed that said Referee then deposit the balance of said proceeds of sale in his or her own name as Referee in the HSBC, 147-02 Hillside Ave., Jamaica, N.Y.Bank, and shall thereafter make the following payments and his/her checks drawn for that purpose shall be paid by said depository;

FIRST: The statutory fees of said Referee, in the sum of $ 500.00.

Second: The expenses of the sale advertising expenses as shown on the bills presented and certified by the said Referee to be correct, duplicate copies of which shall be annexed to the report of sale.

Third: Said Referee shall also pay to the plaintiff or plaintiff's attorney the sum of $ 1,000.00 adjudged to the plaintiff for costs and disbursements in transaction ato be taxed by the clerk and inserted herein, with interest thereon from the date hereof; together with an additional allowance of $ N/A hereby awarded to the plaintiff in addition to costs with interest thereon from the date hereof; and also athe sum of $ 235, 668.24 the said amount so reported due as aforesaid, together with interest thereon from October 19, 1999, the date interest was calculated to in said report, or so much thereof as the purchase money of the mortgage premises will pay of said sum; together with $ 2500.00 hereby awarded to plaintiff as reasonable legal fees herein; together with any advances as provided for in the note and mortgage, which plaintiff has made to taxes, insurance, principal and interest and any other due to prior mortgages, or to maintain the premises pending consummation of this foreclosure sale, not previously included in the computation and upon presentation of receipts for said expenditures to the Referee, all together with interest thereon pursuant to the note and mortgage.

FOURTH: If such Referee intended to apply for further allowance for his/her fees, and application shall be made to the Court therefore upon due notice to these parties entitle thereto.

That in case the Plaintiff be the purchaser of said mortgaged premises at said sale, or in the event that the rights of the purchasers at said sale and the terms of sale under this judgment shall be assigned to and be acquired by the plaintiff and the valid assignment thereof filed with said Referee; and Referee shall not require the plaintiff to pay in cash the entire amount bid at said sale but shall execute and deliver to the plaintiff or its assignee, a Deed or Deeds of the premises sole upon the payment to said Referee of the amounts specified above in the items marked, "FIRST" and "SECOND" and the amount of the aforesaid taxes, assessments, sewer rents and water paid, with interest and penalties thereon, or in lieu of the payment of said last mentioned amounts, upon filing with said Referee receipts of the proper municipal authorities showing payment thereof; that the balance of the amount bid, after deducting there from the aforesaid amounts paid by-the Plaintiff for Referee's fees, advertising expenses, taxes, assessments, sewer rents and water rent, shall be allowed to the Plaintiff and applied by said Referee upon the amounts due to the plaintiff as specified in the item marked "third"; that if after so applying the balance amount sold there shall be surplus over and above said amounts due to the Plaintiff, the plaintiff shall pay to said Referee, upon delivery to it of said Referee's Deed, the amount of such surplus that said Referee on receiving the said several amounts from the Plaintiff shall forthwith pay therefrom said taxes, assessments, sewer rents, water rates with interest and penalties thereon; unless the same shall have already been paid and shall then deposit the balance.

That said Referee take the receipt of the Plaintiff or Plaintiff's attorney for the amounts paid as hereinbefore directed in item marked "Third" and file it with his report of sale; that he deposit the surplus money, if any, with the Clerk of the County of Queens within Five (5) days after the same shall be received and be ascertainable, to the credit to this action to be withdrawn only on the Order of the Court, signed by a Justice of the Court; that said Referee shall make his/her report of the sale under oath showing the disposition if the proceeds of the sale and accompanied by the vouchers of the person to whom the parties were made and file it with the Clerk of the County of Queens within thirty days after completing the sale and executing the proper conveyance to the purchaser; that if the proceeds of such sale be insufficient to pay the amounts so reported due to the Plaintiff with the interest and cost as aforesaid, the Plaintiff shall recover from the defendant the whole deficiency of so much thereof and the Court may determine to be just and equitable of the residue at the mortgage debt remaining unsatisfied after a sale of the mortgaged premises and the application of the proceed thereof, provided a motion for a deficiency judgment shall be made as prescribed by Section 1371 of the Real Property Action and Proceedings Law within the time limited therein, and the amount thereof is determined and awarded by an order of this Court as provided for a said section; and it is further

Ordered, Adjudged and Decreed that the purchaser or purchasers at said sale be let into possession on proclaimation or delivery of the Referee's Deed; and it is further

Ordered, Adjudged and Decreed that each and all of the Defendants in this action and all persons dwelling under them, or any or either of them, after filing of the Notice of

Pendency in this action be and they are hereby forever barred and foreclosed of all right, claim, lien, title, interest and equity of redemption in said mortgaged premises and each and every paid thereof; and it is further

Ordered, Adjudged And Decreed, that said premises is to be sold in one parcel in "as is" physical order and condition, subject to any state of facts that an inspection of the premise would disclose; any state of facts that an accurate survey of the premises would show; any covenants, restrictions, declarations, reservations, basement, rights of way and public utility agreements of record; any building and zoning ordinances of the municipality in which the mortgaged premises is located and any violations of same; any rights of tenants or person in possession of the subject premises; prior liens of record, if any except those liens addressed in section 1354 of Real Property Actions and Proceeding Law; any apply of redemption of the United State of America to redeem the premises within 120 days from the date of sale; and it is further

Ordered, Adjudged, And Decreed, that all expenses of recording the Referee's Deed, including real property transfer tax and transfer stamps, shall be borne by the purchaser.

Said premises commonly known as 802 Seneca Avenue, Ridgewood, New York 11385.

A description of the said mortgage premises is annexed hereto and made a part hereof as Schedule "A".

ENTER,

"s/ Hon. Orin R. Kitzes, Justice".
Justice – Supreme Court.

G. D'Anuto, County Clerk
DEC. 23, 1999 Queens Court.

The premises are described as follows:

All that certain, plot, piece or parcel of land, with the buildings and improvement thereon erected, situate, lying and being in the Borough and County of Queens, City and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the southwesterly side of Seneca Avenue (former Covert Avenue) with the southeasterly side of Putnam Avenue;

RUNNING THENCE southeasterly along the southwesterly side of Seneca Avenue, 25 feet,

THENCE southwesterly parallel with Putnam Avenue and part of the distance through a party wall, 90 feet;

THENCE northwesterly and parallel with Seneca Avenue, 25 feet to the southeasterly side of Putnam Avenue;

THENCE northeasterly along the southeasterly side of Putnam Avenue, 90 feet to the point or place of BEGINNING.

SAID PREMISES BEING KNOWN AS 802 Seneca Avenue, Ridgewood, New York 11385.
Located in BLOCK 3461, LOT 24. Borough and County of Queens, City and State of New York.

APPENDIX B

STATE OF NEW YORK,
COURT OF APPEALS

At a session of the Court, held at Court of Appeals Hall in the City Of Albany on the fifth day Of April, 2005.

Present, Hon. Judith S. Kaye, Chief Judge, presiding.

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2 – 11 Mo. No. 206

Bankers Trust Company of California, N.A., &c.,

Respondents,

v.

Chaggrit Sawangkao,

Appellant/Defendant.

A motion for leave to appeal to the Court of Appeals in the above cause having heretofore been made upon the part of the appellant herein and papers having been submitted thereon and due deliberation having been thereupon had, it is

Ordered, that the said motion, insofar as it seeks leave to appeal from that portion of the Appellate Division order that dismissed the appeal from the judgment of foreclosure and sale, be and the same hereby is dismissed upon the ground that this Court does not have jurisdiction to entertain the motion from the Appellate Division order dismissing the appeal to that court from a determination entered on default (see, CPLR 5511); and it is

Ordered, that the said motion for leave to appeal otherwise be and the same hereby is dismissed upon the ground that the remaining portion of the Appellate Division order does not finally determine the action within the meaning of the Constitution.

"s/ Stuart M. Cohen".

Clerk of the Court

APPENDIX C

Supreme Court of the State of New York
Appellate Division: Second Judicial Department.

M 19492
S/nal

FRED T. SANTUCCI, J.P.
DANIEL F. LUCIANO
ROBERT A. SPOLZINO
STEVEN W. FISHER, JJ.

2004-10110, 2004-10111 DECISION & ORDER ON MOTION

Bankers Trust Company of California, N.A., Etc., respondent, v Chaggrit Sawangkao, appellant, Et al., defendants.
(index No. 5239/99)

On the court's own motion, it is

ORDERED that decision and order on motion dated December 14, 2004, in the above-entitle case is recalled and vacated, and the following decision and order on motion is substituted therefore:

Motion by Chaggrit Sawangkao on appeals from a judgment of the Supreme Court, Queens County, entered December 23, 1999, and an order of the same court dated March 31, 2004, for leave to appeal to this court from the judgment, and, in effect, for summary reversal of the judgment and the order.

Upon the papers filed in support of the motion and the papers filed in opposition thereto, it is

ORDERED that the branch of the motion which is for leave to appeal from the judgment is denied; and it is further,

ORDERED that on the court's own motion, the appeal taken as of right is dismissed, without costs or disbursements, as no appeal lies from a judgment entered on the default of the aggrieved party(see CPLR5513); and it is further,

ORDERED that the appeal taken as of right from the order is dismissed, without costs or disbursements, as that appeal was untimely taken(see CPLR 5513); and it is further,

ORDERED that the motion is otherwise denied as academic.

SANTUCCI, J.P., LUCIANO, SPOLZINO and FISHER, JJ., concur.

ENTER:

"s/ James Edward Pelzer".

Clerk of the Court.

APPENDIX D

At an IAS Part 17 of the Supreme Court of the State of New York, held in and for the County of Queens, at the courthouse located 88-11 Sutphin Blvd, Jamaica, NY on the 31st day of March, 2004.

PRESENT: Hon. Orin R. Kitzes, Justice

Bankers Trust Company of California, N.A. c/o Delta Funding Corporation, servicing agent, Plaintiff,

-against-

Chaggrit Sawangkao, M.D. et al, Defendant.

Index No. 5239/99

ORDER

Entered QueensCourt CountyClerk April 7, 2004

Upon the reading and filing of the Order to show Cause dated February 10, 2004, including the Affirmation of Paul Golden, affirmed to the 29th. day of January, 2004, and the affidavit of Steven Sfera (President of NYC Property Rehab. Corp. sworn to on the 29th. day of January, 2004, the exhibit annexed thereto, and the reading and filing of Chaggrit Sawangkao's affidavit in opposition dated February 16, 2004, and the reading and filing of the reply affirmation of Paul Golden, affirmed to on February 24, 2004 and the matter coming on to be heard before these court on February 25, 2004 at Part 17, and Paul Golden, Esq. having appeared for the owner of the premises, NYC Property Rehab. Corp., and Defendant Chaggrit Sawangkao appearing Pro Se, and due deliberation having been made thereon, and the court having issued a memorandum dated February 27, 2004.

NOW, upon motion of Hagan, Coury & Associates, attorneys for the owner of the premises, it is

ORDERED that the motion for a Writ of Assistance is granted; and it is further,

ORDERED that the sheriff of the County of Queens be and is hereby directed upon service of a copy of this Order and upon expression of 30 days stay commencing from the date of service of this Order to enter upon the premises hereinaiter described and eject from premises Chaggrit Sawangkao, and every person holding the same or any part thereof under him adversely to NYC Property Rehab. Corp., and to put NYC Property Rehab. Corp. into possession of said premises, and that this Order be executed by said sheriff as if it were an execution for the delivery and the possession of said premises.

The premises are described as follows: the premises located at and known as 802 Seneca Avenue, Ridgewood, New York, located in Block 3461, Lot 24, more fully described as:

All that certain, plot piece or parcel of land, with the buildings and improvement thereon erected, situate, lying and being in the Borough and County of Queens, City and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the southwesterly side of Seneca Avenue (formerly Covert Avenue) with the southeasterly side of Putnam Avenue;

RUNNING THENCE southeasterly along the southwesterly side of Seneca Avenue, 25 feet,

THENCE southwesterly parallel with Putnam Avenue and part of the distance through a party wall, 90 feet;

THENCE northwesterly and parallel with Seneca Avenue 25 feet to the southeasterly side of Putnam Avenue;

THENCE northeasterly along the southeasterly side of the Putnam Avenue, 90 feet to the point or place of BEGINNING.

And it is further

ORDERED, that non party NYC Property Rehab. Corp. shall serve a copy of this order with notice on the residents of premises known as 802 Seneca Avenue, Ridgewood, New York, within five (5) days of the date of entry of this order.

ENTER

"s/ HON. ORIN R. KITZES"

J.S.C.

APPENDIX E

The Constitution of The United States
AMENDMENT 14 (1868), CITIZENS' RIGHTS

SECTION 1, Any person born or naturalized in the United States and governed by it is a citizen of the United States and of the state in which he resides (lives).

No state can make laws that abridge (take away or restrict) any right, privilege, or protection of citizens of the United States; nor pass laws that may cost a person his life, imprison him, unless he has been found guilty of a crime in a court of law by due process of law (following fair legal practice based upon fair laws).

No state may deny any person, under its government, equal protection of the law.

APPENDIX F

EXHIBIT B

DOMINICK J. MASIELLO
ATTORNY AT LAW

66-10 Forest Avenue
Ridgewood, New York 11385

718-386-0342

August 14, 1995
Chaggrit Sawangkao
802 Seneca Avenue
Ridgewood, New York 11385

RE: Satisfaction of Mortgage
Ridgewood Saving Bank-to-Sawangkao
And Ventimiglia & Dye-to- Sawangkao

PAID OFF BY: NEW MORTGSGE LENDER
Gen. Tienchai Sirisumpan
As FIRST MORTGAGE
Amount: $ 200,000.00

ON Premises: 802 Seneca Avenue
Ridgewood, New York 11385

"s/ Dominick J. Masiello".

EXHIBIT C

NEW SECOND MORTGAGE

ON Premises: 802 SENECA Avenue, Ridgewood, N.Y.

Mortgage Lender: S.K.S. IMPORT-EXPORT GMBH
LOAN AMOUNT: $ 50,000.00

Date: 02/29/1996
To: Chaggrit Sawangkao, M.D.

Teller's Check: Serial No. 002183 Date: 02/29/1996
Chemical Bank Account No. 005067259465
55 Water Street
New York, N.Y. 10041-0199

EXHIBIT E

ITEMIZATION OF AMOUNT FINANCED

Dated: June 10, 1997

CREDITOR:
Kingsland Funding Corporation
238 East 53rd. Street
New York, N.Y. 10022
Chief Loan Officer: Michael Hershkowitz.

On Premises: 802 SENECA AVENUE
Ridgewood, N.Y. 11385
Owner: Chaggrit Sawangkao

NET LOAN : $ 165,000.00
Disbursement Payee: _____

1, Mincone, Mincone & Tanen, L.L.C. $ 1,000.00
2, Kingsland Funding Corp.---------- $ 22,275.00
3, Kingsland Group, Inc. ---------- $ 1,466.00
4, J.C. Land Abstract, Inc. ---------- $ 18,598.00
5, NYCTL 1996-TRUST ---------- $ 43,522.05
6, TITLE Closure Maula Delisle------- $ 600.00
7, John Struse & Thomas E. Britt as
Attorney. ---------- $ 5,000.00
8, American Funding Corp. ---------- $ 22,275.00

9, NYC Dept. of Finance. ---------- $ 8,065.43
10, NYC Dept. of Environmental
Protection. ---------- $ 22,394.52
11, Wieder & Mastroianni, Attys. ------- $ 1,500.00
12, Servico, Inc. ---------- $ 333.46
13, Camille Costa Insurance ---------- $ 1,638.00
14, Marie Gay (Appraisal) ---------- $ 150.00
15, Commission of Taxation & Finance $ 14,729.51
16, Chaggrit Sawangkao ---------- $ 1,452.36
Total Disbursement ----- $ 165,000.00

EXHIBIT G

NYC DEPT. OF ENVIRONMENTAL PROTECTION

(DEP)

Chaggrit Sawangkao
802 Seneca Ave.
Ridgewood, N.Y. 11385

NYC WATER BOARD
PO. Box 410
Church St. Station
New York, N.Y. 10008

Account No. 50005-98935-001

BILL DATE : September 11, 1995

Payment Due By: October10, 1995
Amount Due: $ 2,116.64

Total Amount Due: $ 2,116.64

EXHIBIT H

Delta Funding Corporation
SETTLEMENT STATEMENT

BORROWER:	Property Location:
Chaggrit Sawangkao	802 Seneca Ave.
802 Seneca Avenue	Ridgewood, N.Y.11385
Ridgewood, N.Y. 11385	
LENDER:	SETTLEMENT AGENT:
Delta Funding Corporation	Wieder & Mastroianni
1000 Woodbury Road,	1000 Woodbury Road
Woodbury, New York 11797	Woodbury, N.Y. 11797

SETTLEMENT DATE: August 18, 1998

Settlement Charges to Borrower ----------	$ 17, 322.67
Kingsland Funding Mortgage ----------	$ 180,000.00
Cross County Bank ---------	$ 398.00
Merridian Bank ---------	$ 339.00
Capital One Bank ---------	$ 295.00
Gross Amount Due From Borrower	$ 198,349.60
Principal Amount of New Loan	$ 200,000.00

No. 05-251

Supreme Court, U.S.
FILED
SEP 22 2005
OFFICE OF THE CLERK

IN THE

Supreme Court of the United States

CHAGGRIT SAWANGKAO, M.D.,

Petitioner,

v.

BANKERS TRUST COMPANY OF CALIFORNIA, N.A. c/o DELTA FUNDING CORPORATION, servicing agent, *et al.*,

Respondents.

ON PETITION FOR A WRIT OF CERTIORARI TO THE STATE OF NEW YORK COURT OF APPEALS

BRIEF IN OPPOSITION

JONATHAN I. ULLMANN
PETER T. ROACH AND ASSOCIATES, P.C.
100 Jericho Quadrangle, Suite 215
Jericho, New York 11753
(516) 938-3100

Attorneys for Wells Fargo Bank, N.A., successor by merger to Wells Fargo Bank Minnesota, N.A., f/k/a Norwest Bank Minnesota, N.A., as Trustee under the Pooling and Servicing Agreement, dated as of September 29, 1998, Delta Funding Home Equity Loan Trust 1998-3; successor in interest to Bankers Trust Company of California, N.A. as Trustee under the Pooling and Servicing Agreement, dated as of September 29, 1998, Delta Funding Home Equity Loan Trust 1998-3, c/o Delta Funding Corporation, servicing agent

196851

COUNSEL PRESS
(800) 274-3321 • (800) 359-6859

QUESTION PRESENTED

The petitioner fails to set forth any questions presented in his Petition for Writ of Certiorari as required by Rule 14.1(a) of the Rules of the Supreme Court of the United States. All petitioner does is provide a list, without more, referencing the judgment of foreclosure and sale entered by the New York State Supreme Court, County of Queens; the decision of the State of New York Court of Appeals; the decision and order on motion of the Supreme Court of the State of New York, Appellate Division: Second Judicial Department; and the order of possession of the Supreme Court of the State of New York, County of Queens.

CORPORATE DISCLOSURE STATEMENT PURSUANT TO SUPREME COURT RULE 29.6

Pursuant to Rule 29.6 of the Rules of the Supreme Court of the United States, Wells Fargo Bank, N.A., successor by merger to Wells Fargo Bank Minnesota, N.A., f/k/a Norwest Bank Minnesota, N.A. ("Wells Fargo Bank"), as Trustee under the Pooling and Servicing Agreement, dated as of September 29, 1998, Delta Funding Home Equity Loan Trust 1998-3; successor in interest to Bankers Trust Company of California, N.A. as Trustee under the Pooling and Servicing Agreement, dated as of September 29, 1998, Delta Funding Home Equity Loan Trust 1998-3, c/o Delta Funding Corporation, servicing agent, hereby discloses that Wells Fargo Bank (who acted as trustee for the said trust) is a wholly-owned subsidiary of Wells Fargo & Company, a publicly traded company. Currently, no publicly held company owns more than ten percent (10%) of Wells Fargo & Company's common stock.

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INTRODUCTION

Wells Fargo Bank, N.A., successor by merger to Wells Fargo Bank Minnesota, N.A., f/k/a Norwest Bank Minnesota, N.A., as Trustee under the Pooling and Servicing Agreement, dated as of September 29, 1998, Delta Funding Home Equity Loan Trust 1998-3; successor in interest to Bankers Trust Company of California, N.A. as Trustee under the Pooling and Servicing Agreement, dated as of September 29, 1998, Delta Funding Home Equity Loan Trust 1998-3, c/o Delta Funding Corporation, servicing agent ("The Trust" and/or "respondent")[1] respectfully opposes the petition for writ of certiorari ("Petition").

The New York Court of Appeals dismissed petitioner's motion for leave to appeal from that portion of the New York Supreme Court, Appellate Division order that dismissed the appeal from the judgment of foreclosure and sale, upon the ground that that court does not have jurisdiction to entertain the motion from the Appellate Division order dismissing the appeal to that court from a determination entered on default.

The New York Court of Appeals further dismissed the said motion for leave to appeal upon the ground that the remaining portion of the Appellate Division order does not

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1. Petitioner appears to have provided an incorrect name for The Trust throughout his Petition. The party in interest in the underlying New York State Court foreclosure action was The Trust. Bankers Trust Company of California, N.A. only acted in its capacity as the trustee for The Trust. Sometime after the Judgment of foreclosure and sale was entered, the subject mortgage loan was further assigned to Wells Fargo Bank, N.A., successor by merger to Wells Fargo Bank Minnesota, N.A., f/k/a Norwest Bank Minnesota, N.A., as Trustee under the Pooling and Servicing Agreement, dated as of September 29, 1998, Delta Funding Home Equity Loan Trust 1998-3, and this was the entity who subsequently received the mortgage pay off funds from the proceeds of the foreclosure sale.

finally determine the action within the meaning of the New York State Constitution. The New York Court of Appeal's decision is correct and no appeal from it lies to this Court.

STATEMENT OF THE CASE

The underlying litigation which eventually culminated in the decision of the New York Court of Appeals emanates from a now fully completed foreclosure action filed in 1999 in the Supreme Court of the State of New York, County of Queens, entitled *Bankers Trust Company of California, N.A. as Trustee under the Pooling and Servicing Agreement, dated as of September 29, 1998, Delta Funding Home Equity Loan Trust 1998-3, c/o Delta Funding Corporation, servicing agent v. Chaggrit Sawangkao, a/k/a Chaggrit Sawangkao, MD, The City of New York Parking Violations Bureau, Amyra Singh, Rupo Singh and Mario Lennadez*, under Index No. 5239/99 ("the foreclosure action")[2].

The foreclosure action was brought to foreclose for nonpayment, on a mortgage that was originated on August 18, 1998, when The Trust's assignor, Delta Funding Corporation, loaned the petitioner two hundred thousand ($200,000.00) dollars, in return for a note executed by petitioner. Said note was secured by a mortgage on petitioner's property, known as and by 802 Seneca Avenue, Ridgewood, New York ("the subject property"). The above note and mortgage called for the repayment of the principal sum on a monthly basis over 30 years ("the mortgage loan"). Significantly, following the origination of the mortgage, petitioner failed to make any of the required monthly payments and the foreclosure action was commenced in March of 1999.

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2. No other parties were named in the foreclosure action. Petitioner failed to comply with Rule 14.1(b) of this Court by listing parties, in his "List Of Parties" of his Petition, who were not parties to the proceeding in the court whose judgment is sought to be reviewed.

Petitioner did not appear or answer in the foreclosure action and on December 23, 1999, a judgment of foreclosure and sale was entered on default in the Supreme Court of the State of New York, Queens County ("judgment of foreclosure and sale"). Following the entry of the judgment of foreclosure and sale, nine foreclosure sales were scheduled and advertised. Seven of those foreclosure sales were then cancelled due to petitioner or a deed transferee by the name of "William Travis", filing sequential bankruptcy petitions in the United States Bankruptcy Court for the Eastern District of New York. However, on or about June 16, 2003, the said Bankruptcy Court, in *In Re: William H. Travis, Jr.*, Case No. 803-81623-288 (Bernstein, U.S.B.J.) entered an order, pursuant to 11 U.S.C. § 1307, dismissing the Travis bankruptcy petition with prejudice prohibiting both petitioner and William Travis from filing another bankruptcy under any chapter for 180 days.

Separately, one of the above mentioned nine foreclosure sales was cancelled when petitioner voluntarily entered into a forbearance agreement, which he signed on January 11, 2001, with The Trust by its then mortgage servicing agent Delta Funding Corporation ("Delta")[3]. The forbearance agreement ("the agreement") between petitioner and Delta on behalf of The Trust provided a way for petitioner to avoid the sale of his house at foreclosure. In the agreement under

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3. We note that Delta, who originated the subject mortgage loan, also acted as the mortgage servicing agent for the subject mortgage loan until May 4, 2001, when Ocwen Federal Bank FSB (now known as Ocwen Loan Servicing LLC, as successor to Ocwen Federal Bank FSB) ("Ocwen") took over the servicing of the subject mortgage loan. While petitioner does not list Delta as one of the parties on the "List Of Parties" in his Petition, he does refer to Delta separately as a "respondent" in other parts of his Petition, *e.g.* at pp. 7 and 8. Inasmuch as Delta was not a named party to the foreclosure action and the judgment of foreclosure and sale was not entered in Delta's favor, it cannot be made a "respondent" to the Petition. Nor does Delta have any interest in the mortgage loan.

paragraph 15, petitioner, among other things, agreed, post judgment of foreclosure and sale, to accept service of the summons and complaint and waive any and all rights and defenses to contest the foreclosure proceedings.

Petitioner now, with this Petition and all of his previous motions, apparently seeks to reverse the judgment of foreclosure and sale, which he actually confirmed and ratified for all practical purposes under the forbearance agreement. Petitioner defaulted and did not make the payments called for by the agreement. A foreclosure sale of the subject property finally and at long last took place on July 25, 2003. The subject property was struck down and sold at public auction to the highest bidder, NYC Property Rehab. Corp. ("purchaser")[4].

However, a closing did not occur immediately following the sale as petitioner filed an order to show cause in New York Supreme Court, Queens County, seeking to vacate the judgment of foreclosure and sale and the sale itself on what appeared to be allegations of fraud. Opposition to petitioner's order to show cause was submitted by The Trust and in an order dated October 24, 2003, the New York Supreme Court, Queens County, by Orin Kitzes, J., denied petitioner's order to show cause in all respects. Finally, a referee's deed in foreclosure was delivered to the purchaser on September 17, 2003.

Separately, petitioner filed an affirmative suit against The Trust, Delta and Ocwen in the New York Supreme Court, Queens County, in an action entitled *Chaggrit Sawangkao, M.D. v. Delta Funding Corp., Bankers Trust Co. of California, Ocwen Federak Bank, FSB*, under Index No.

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4. Petitioner names the purchaser as a "respondent" herein, even though it was not a named party to the judgment of foreclosure and sale.

24702/03. That action was dismissed by Judge Kitzes in an order dated May 6, 2004. In his order Judge Kitzes ruled that petitioner, as plaintiff, made the same allegations in his complaint already litigated and decided by the court in its October 24, 2003 order and petitioner was thus precluded from presenting these claims again.

Petitioner also made two subsequent motions in the foreclosure action, post foreclosure sale and delivery of the referee's deed, seeking to stay the foreclosure judgment and stay the ten day notice to deliver possession and rescinding the foreclosure sale of the subject property. These motions were denied by Judge Kitzes in two separate orders, both dated February 3, 2004. Finally, the New York State Supreme Court, Queens County, by order signed by Judge Kitzes on March 31, 2004, granted the purchaser in the foreclosure action possession of the subject property and ordered the Sheriff of Queens County to put the purchaser into possession of the subject property ("order of possession)[5].

Separately, petitioner filed an action in the United States District Court, Southern District of New York, on May 7, 2004, against The Trust, Delta, the purchaser and others, entitled *Chaggrit Sawangkao, M.D. v. Kingsland Funding Corp, et al.*, 04 CIV 3524 (DC). The complaint in this action contained the same allegations contained in the affirmative suit brought by petitioner in the New York State Supreme Court. The action in the Southern District was dismissed with prejudice by order of Judge Denny Chin, U.S.D.J., dated July 16, 2004.

Petitioner filed an appeal from, and at the same time moved for leave to appeal, in the Supreme Court of the State of New York, Appellate Division: Second Judicial

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5. Petitioner includes the Order as Appendix D to his instant Petition.

Department, the judgment of foreclosure and sale and the order of possession of the Supreme Court, Queens County, dated March 31, 2004, and in effect sought summary judgment reversal of the judgment and order of possession from the appellate court. The Appellate Division: Second Department denied petitioner's motion and dismissed his appeals. Petitioner thereafter sought by motion to the New York Court of Appeals leave to appeal said decision. The New York Court of Appeals dismissed petitioner's motion.

REASONS FOR DENYING THE PETITION

It appears that petitioner is now proffering the same purported arguments already rejected by Judge Kitzes in his October 24, 2003 order. Petitioner appears to claim that Delta took over a mortgage from Kingsland Funding Corporation ("Kingsland")[6] on or about August 18, 1998. This claim has been proven to be untrue. It has been established before the trial court that Delta originated a new mortgage on August 18, 1998, and, in fact, the Kingsland mortgage was paid off on the same date. In Judge Kitzes' order dated October 24, 2003, the trial court found that petitioner's claims regarding the Kingsland mortgage are irrelevant to The Trust's mortgage (the mortgage originated by Delta), since there has been no proof of a relationship between the two lenders. In any event, the trial court found that The Trust has shown that the Kingsland mortgage was paid off from the proceeds of the Delta mortgage. The trial court further found that there is evidence that petitioner was aware of this payment. Finally, the forbearance agreement signed by petitioner, post judgment, states that he has waived any and all rights to contest the foreclosure proceeding and that he had no defenses or offsets to the note, mortgage and/or foreclosure action. Petitioner appears to claim yet again that the judgment

---

6. Petitioner names Kingsland as a respondent herein even though it was not a party to the foreclosure action.

of foreclosure and sale entered on December 23, 1999, was "wrong" and "unlawful". However, the trial court in its October 24, 2003 order found that petitioner agreed in the forbearance agreement to waive any defenses or contest the validity of the foreclosure. Moreover, separate and apart from the forbearance agreement, the trial court did not find any support for such a claim. Based on the above, the purported issues proffered by petitioner in his Petition have been litigated by him unsuccessfully on previous occasions; his claims were found to be without merit. The New York Court of Appeals correctly dismissed petitioner's motion for leave to appeal.

I. Petitioner has not raised any compelling issue of law that would warrant the time or attention of this Court.

Petitioner, in his Petition for a writ of certiorari, has not raised a single question relating to an issue of law, nor presented a basis for appeal of any of the rulings that petitioner is asking this Court to review. Thus, petitioner completely fails to show any of the compelling reasons this Court would consider on review of certiorari under Rule 10 of the Court. Petitioner's "Questions Presented" offers no legal basis for the granting of the Petition; instead he simply lists the previous judgment, decisions and order entered against him, apparently requesting wholesale review from this Court. Thus, petitioner completely runs afoul of Rule 14.1(a) of the Supreme Court of the United States which requires that the questions presented for review be expressed concisely in relation to the circumstances of the case, without unnecessary detail. Here, petitioner completely fails to present even a single question presented for review. Thus, essentially there is no question presented for review to be considered by the Court.

II. Petitioner fails to provide valid jurisdictional grounds

For his statement of the basis for jurisdiction in this Court, under the Court's Rule 14.1.(e)(iv), petitioner appears to rely on the following: "28 U.S.C. § 1257(a)" (Petition, page 2). However, this statutory provision only applies, on its face, to a decision where the validity of a treaty or statute of the United States is drawn in question or where the validity of a statute of any State is drawn in question on the ground of its being repugnant to the Constitution, treaties, or laws of the United States, or where any title, right, privilege, or immunity is specially set up or claimed under the Constitution or the treaties or statutes of, or any commission held or authority exercised under, the United States.

Here, the Petition which apparently seeks to set aside the judgment of foreclosure and sale and foreclosure sale which emanate from the underlying foreclosure action brought in a New York State court under New York State statutes (New York Real Property Actions And Proceedings Law "RPAPL" and New York Civil Practice Law and Rules "CPLR"), does not demonstrate in any way how the decision denying petitioner leave to appeal rendered by New York's highest court, the New York Court of Appeals, draws in question the validity of the underlying statutes, the RPAPL and the CPLR, on the ground of their being repugnant to the Constitution, treaties, or laws of the United States. Thus, petitioner completely fails to show a basis for any statutory authority conferring on this Court jurisdiction to review on a writ of certiorari the judgment or order in question.

For his statement of the basis for jurisdiction in this Court, under the Court's Rule 14.1(f), petitioner appears to rely on the following: The 14th Amendment to the United States Constitution. Petitioner states that the Constitutional provision involved is: ". . . Amendment 14 Citizen's Rights:

no state can take away or restrict any right to property, privilege or protection of citizens of the United States." (Petition, page 3). However, the underlying foreclosure action is a private action by The Trust against petitioner; it is not a taking of property by the state or any governmental entity. Thus, petitioner completely fails to show a basis for any authority, constitutional, statutory or otherwise, conferring on this Court jurisdiction to review on a writ of certiorari the judgment or order in question.

It is axiomatic that appellate jurisdiction in the federal system is purely statutory. *Heike v United States*, 217 U.S. 423, 54 L. Ed. 821, 30 S. Ct. 539 (1910).

Petitioner's "appeal" was dismissed because there is no appeal from a default judgment under applicable New York law and the "remaining portion of the Appellate Division order does not finally determine the action within the meaning of the Constitution". New York Court of Appeals decision, No. 206, dated April 5, 2005.

As there was no final determination of any federal question, this Court lacks any jurisdictional basis to grant petitioner certiorari. 28 U.S.C. § 1257; *North Dakota State Bd. of Pharmacy v. Snyder's Drug Stores, Inc.*, 414 U.S. 156, 38 L. Ed. 2d 379, 94 S. Ct. 407 (1973).

In essence, jurisdiction of this Court to review the judgment of the highest court of a state turns not only upon whether there was a final determination (*Id.*), but upon whether a federal right was specially set up or claimed in that court and denied by its decision, and to be effective for this purpose, assertion of federal right must at least have a fair color of support and not be frivolous or wholly without foundation. Where as herein, petitioner has falsely attempted to concoct a federal issue it can afford no basis for exercise

by the Supreme Court of its appellate jurisdiction over the decision of the New York state court. *See Parker v McLain*, 237 U.S. 469, 59 L. Ed. 1051, 35 S. Ct. 632 (1915); *Erie R. Co. v. Solomon*, 237 U.S. 427, 59 L. Ed. 1033, 35 S. Ct. 648 (1915).

Petitioner's citation to 28 U.S.C. § 1257 and the 14th Amendment to the U.S. Constitution is wholly frivolous and there is simply no basis for certiorari review of the New York Court of Appeals decision, dismissing petitioner's appeal.

Clearly, herein, there was no final decision let alone any federal basis upon which petitioner's request for certiorari can be granted.

Instead, having attempted but failed in his non-federal, state litigation challenge to The Trust's foreclosure action, the petitioner has now turned to certiorari via the 14th Amendment in a desperate, last chance attempt to obtain relief from the state court foreclosure judgment. (Petition, *passim*).

The Court should not permit petitioner's wholly frivolous, ill advised request for certiorari, as the 14th Amendment cannot be availed of as a means of bringing to the United States Supreme Court the abstract opinions of unsuccessful litigants, such as petitioner, in state court. *Davidson v. New Orleans*, 96 U.S. 97, 6 Otto 97, 24 L. Ed. 616 (1878).

The petitioner had multiple state court opportunities to litigate his "rights". He cannot have an adverse judgment reviewed in the Supreme Court on the ground that "due process" of law was denied because the litigation was not resolved in his favor. *See Remington Paper Co. v. Watson*, 173 U.S. 443, 43 L. Ed. 762, 19 S. Ct. 456 (1899).

Clearly, the New York Court of Appeal's determination as to the proper construction of New York law, namely N.Y. CPLR § 5511, did not involve any federal question and was and is conclusive. *Osborne v. Florida*, 164 U.S. 650, 41 L. Ed. 586, 17 S. Ct. 214 (1897). If more was needed, there was no final determination "within the meaning of the constitution". New York Court of Appeals decision, No. 206, dated April 5, 2005; 28 U.S.C. § 1257; *North Dakota State Bd. of Pharmacy v Snyder's Drug Stores, Inc.*, 414 U.S. 156, 38 L. Ed. 2d 379, 94 S. Ct. 407 (1973).

Further, as no federal issue was presented by the proceedings below, the Supreme Court has no jurisdiction to review upon petitioner's request for certiorari, decisions that were purely based upon state law. *M'Bride v. Lessee of Hoey*, 36 U.S. 167, 11 Pet. 167, 9 L. Ed. 673 (1837); *Congdon v. Goodman*, 67 U.S. 574, 2 Black 574, 17 L. Ed. 257 (1862); *Palmer v. Marston*, 81 U.S. 10, 14 Wall. 10, 20 L. Ed. 826 (1872); *Sevier v. Haskell*, 81 U.S. 12, 14 Wall. 12, 20 L. Ed. 827 (1872); *De Saussure v. Gaillard*, 127 U.S. 216, 32 L. Ed. 125, 8 S. Ct. 1053 (1888); *Quimby v. Boyd*, 128 U.S. 488, 32 L. Ed. 502, 9 S. Ct. 147 (1888); *Avery v. Popper*, 179 U.S. 305, 45 L. Ed. 203, 21 S. Ct. 94 (1900); *Smalley v. Laugenour*, 196 U.S. 93, 49 L. Ed. 400, 25 S. Ct. 216 (1905); *Allen v. Alleghany, Co.*, 196 U.S. 458, 49 L. Ed. 551, 25 S. Ct. 311 (1905); *Elder v. Colorado*, 204 U.S. 85, 51 L. Ed. 381, 27 S. Ct. 223 (1907); *Sylvester v. Washington*, 215 U.S. 80, 54 L. Ed. 101, 30 S. Ct. 25 (1909); *Lem Woon v. Oregon*, 229 U.S. 586, 57 L. Ed. 1340, 33 S. Ct. 783 (1913); *John v. Paullin*, 231 U.S. 583, 58 L. Ed. 381, 34 S. Ct. 178 (1913); *Neblett v. Carpenter*, 305 U.S. 297, 83 L. Ed. 182, 59 S. Ct. 170 (1938), *reh den*, 305 U.S. 675, 83 L. Ed. 437, 59 S. Ct. 355 (1939); *Alton R. Co. v. Illinois Commerce Com.*, 305 U.S. 548, 83 L. Ed. 344, 59 S. Ct. 340 (1939); *Herb v. Pitcairn*, 324 U.S. 117, 89 L. Ed. 789, 65 S. Ct. 459 (1945) (ovrld in part by *Michigan v. Long*, 463 U.S. 1032, 77 L. Ed. 2d 1201, 103 S. Ct. 3469 (1983)).

As well, the Supreme Court's appellate jurisdiction implies some judicial determination, some judgment, decree, or order of an inferior tribunal, from which appeal has been taken. *Baltimore & O. R. Co. v. Interstate Commerce Com.*, 215 U.S. 216, 54 L. Ed. 164, 30 S. Ct. 86 (1909). Unless a "case" or "controversy" is presented for decision, the Supreme Court of the United States is without power to review a decree of a state court. *Nashville, C. & S. L. Ry. v. Wallace*, 288 U.S. 249, 77 L. Ed. 730, 53 S. Ct. 345 (1933). As the petitioner was in default of his answer to The Trust's state court foreclosure complaint, there was not even a judicial determination for petitioner to appeal. New York Court of Appeals decision, No. 206, dated April 5, 2005.

Manifestly, a completed state court foreclosure action such as occurred herein simply presents no 14th Amendment issue, and nothing that can possibly invoke 28 U.S.C. § 1257 as a basis for certiorari review. *See Crutchfield v. Countrywide Home Loans & Mortg. Elec. Registration Sys.*, 389 F.3d 1144 (10th Cir. 2004).

In sum, there is simply no judicial determination for this Court to review upon certiorari let alone one which involves a basis cognizable under the 14th Amendment or 28 U.S.C. § 1257(a).

III. Petitioner fails to show any grounds why this Court should disturb the order of the New York Court of Appeals

The New York Court of Appeals dismissed petitioner's motion for leave to appeal, insofar as it sought leave to appeal from that portion of the Appellate Division order that dismissed the appeal from the judgment of foreclosure and sale, upon the ground that the New York Court of Appeals does not have jurisdiction to entertain the motion from the Appellate Division order dismissing the appeal to that court from a determination

entered on default, citing to the New York Civil Practice Law and Rules ("CPLR"), Section 5511. The CPLR § 5511 provides in pertinent part as follows: "An aggrieved party or a person substituted for him may appeal from any appealable judgment or order except one entered upon the default of the aggrieved party". McKinney's CPLR § 5511 (2005). Here, there is no dispute that, as the Court of Appeals noted, the judgment of foreclosure and sale was entered after the default in appearance of petitioner in the foreclosure action. Therefore, the New York Court of Appeals was entirely correct in dismissing petitioner's motion for leave to appeal to it, on that ground. Additionally, the Court of Appeals otherwise dismissed petitioner's motion upon the ground that the remaining portion of the Appellate Division order does not finally determine the action within the meaning of the New York State Constitution. Petitioner completely fails to show anything to the contrary. Petitioner fails to show any reason, legal or otherwise, why this Court should disturb the decision of the New York Court of Appeals.

IV. Petitioner fails to provide any of the essentials required by this Court's Rules

Petitioner failed to comply with Rule 14.4 of this Court which requires him to present with accuracy, brevity, and clarity whatever is essential to ready and adequate understanding of the points requiring consideration. Instead, petitioner submits a rambling, disjointed discourse containing irrelevant references to matters completely outside the ambit of the underlying foreclosure action and judgment of foreclosure and sale which petitioner apparently attempts to set aside[7]. Petitioner submits

7. In his Petition petitioner baldly claims that The Trust allegedly "caused" petitioner "the wrongful loss of Medical Healthcare Market . . ." (Petition p. 8). Needless to say, such claim is completely belied by the facts. However, what petitioner conveniently leaves out is that his license to practice medicine in New York was revoked by a Hearing Committee of the New York Bureau of Professional Medical Conduct (Cont'd)

senseless conclusions, without providing the facts, if any, which underlie a cognizable claim. Tellingly, petitioner's purported "Statement Of Case" is void of any relevant, sensible factual predicate, it only contains bald assertions, irrelevancies and purported conclusions of law. Pursuant to Rule 14.4 petitioner's failure to comply with the Rule is sufficient reason for the Court to deny his Petition.

CONCLUSION

For the reasons set forth above, the petition for writ of certiorari should be denied.

Respectfully submitted,

JONATHAN I. ULLMANN
PETER T. ROACH AND ASSOCIATES, P.C.
100 Jericho Quadrangle, Suite 215
Jericho, New York 11753
(516) 938-3100

Attorneys for Wells Fargo Bank, N.A., successor by merger to Wells Fargo Bank Minnesota, N.A., f/k/a Norwest Bank Minnesota, N.A., as Trustee under the Pooling and Servicing Agreement, dated as of September 29, 1998, Delta Funding Home Equity Loan Trust 1998-3; successor in interest to Bankers Trust Company of California, N.A. as Trustee under the Pooling and Servicing Agreement, dated as of September 29, 1998, Delta Funding Home Equity Loan Trust 1998-3, c/o Delta Funding Corporation, servicing agent

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(Cont'd)

and a civil penalty of $30,000.00 was imposed on petitioner, due to his misconduct. Indeed, petitioner sought review of the Hearing Committee's determination before the New York State Supreme Court, Appellate Division: Third Department, which confirmed the determination. *In re Sawangkao v. New York St Bd Prfl Med Con*, 12 A.D.3d 735, 783 N.Y.S.2d 716 (3d Dept. 2004).

Supreme Court, U.S.
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No. 05-251

In The

Supreme Court of the United States

CHAGGRIT SAWANGKAO, M.D.,

Petitioner,

v.

BANKERS TRUST COMPANY OF CALIFORNIA, N.A.
c/o DELTA FUNDING CORPORATION, servicing agent, et al.,

Respondents.

On Petition for a Writ of Certiorari to the State of New York Court of Appeals

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REPLY TO BRIEF IN OPPOSITION

Chaggrit Sawangkao, M.D.
Pro se
801 Seneca Avenue
Ridgewood, New York 11385
(718) 496-5250

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INTRODUCTION

United States Supreme Court Review.
Section 10.2 : The Supreme Court's Authority to Review State Court Judgments and Proceedings.

Section 25 of the 1789 Judiciary Act provided for Supreme Court Review of the State Court judgments, proceeding decisions by a writ of error to the state highest court in several specific situations. Also, Section 25 provided the United States Supreme Court for review where the highest state court ruled in favor of a state authority or state statue, when there was a challenge based on federal law.
Supreme Court of the United States was authorized by the Constitution and by the Congress of the United States to review the state courts decisions, based on a recognition that state interests, prejudices or jealousies might obstruct or control the regular administration of justice. Supreme Court review is essential to ensure uniformity in the interpretation of federal law. The very nature of the Constitution and many years of experience, all established the Supreme Court's authority to review state courts decision.

In 1914, the Supreme Court was given authority by the Congress of the United States for the first time to review state court decisions, invalidating a state statue, also was discretionary with the court and was by writ of certiorari. In 1925 Judges Bill Act was adopted, made most of the Court's jurisdiction pursuant to certiorari.

In 1988, A law enacted to eliminate appeals. Almost all cases from Court of Appeals or state highest courts come to Supreme Court by the discretionary Writ of Certiorari.

Lists of Parties and Respondents involved in this Action.

Delta Funding Corporation and associate companies.
Partners:
Bankers Trust Company of California, N.A. and Its successor company, Wells Fargo Bank, N.A. and Its associate companies.
Address: 1000 Woodbury Road,
Woodbury, New York 11797

The Kingsland Funding Corporation and Its associates.
Address: 201 East 67th Street, 3rd Floor
New York, N.Y. 10022

NYC Rehab. Corp.
Steven Sfera
Address: 60-93 Myrtle Avenue
Ridgewood, N.Y. 11385

These are the correct names for the parties in interest in the underlying New York State Court foreclosure action. There is no mistake. Even though Bankers Trust Company of California, N.A. is trying to elude itself, its successors and associates are the responsible parties in this action together with Delta Funding Corporation.

Supreme Court of the United States has the absolute authority to review and invalidate the New York State Constitution, State Laws, including the Decisions, Orders and Judgments of the State Supreme Court, the Appellate Division and New York Court of Appeals. The Authority was given by The United States Constitution and The Congress of The United States.

The New York Court of Appeals' decision and the Appellate Division order was erroneous, based on a recognition that state interests, prejudices, bias had obstructed, controlled the regular administration of justice. Supreme Court of the United States review is essential to ensure uniformity in the interpretation of federal law.

Respondents' Brief in Opposition to the Petition for Writ of Certiorari demonstrates why the Petition should be granted, because it accurately identifies the crucial issues and illustrates that, all of the Respondents' Statement of the Case and Reasons for Denying the Petition came entirely from the contexts of Judgment of Foreclosure and Sale, New York State Supreme Court, County of Queens, December 23, 1999, Index No. 5239/99 and nothing is new. Also Order of Supreme Court of the State of New York, County of Queens, Index No. 5239/99, March 31, 2004 and Decision of State of New York Court of Appeals, April 5, 2005 are all included in the Petition for Writ of Certiorari which appeared in Appendices A, B and D. This case is clearly not frivolous and Petitioner does not fail any points of issues raised in Respondents' reasons for denying the Petition. The Brief in Opposition indicated that the Respondents ignored the information and explanation completely in the Statement of Case in the Petition and Exhibits of Evidences B, C, E, G and H in Appendix F which clearly explained the causes of this Action of Petition, and the establishment of the business connection between the Kingsland Funding Corporation and Delta Funding Corporation. Reasons for denying and Respondents' cited authorities are not relevant entirely in the subject matter of this case, because this case of the Petition is unique and unprecedented. The factual statement and exhibits of evidences tell the story which demonstrate and confirm that Petition for Writ of Certiorari should be granted by this Court. Further more, the statement of Respondents in the footnotes about Petitioner's medical license revocation is only the pretext to cover up and elude the wrongful acts, the malpractice and the violation of the Federal Laws that the Respondents committed. It is only to help support this Petition that long after the irreparable damages to Petitioner, several years as the direct result from the respondents' acts against Petitioner's livelihood, medical practice, healthcare market of business enterprise of establishment over two decades.

The loss of full ability to continue working efficiently as described in the Petition, had caused unawareness of the corrupted authority and abusive state investigator who produced the false evidences together with collaborators, the loan sharking woman who was also the robber of the community church parishioners and the mentally, emotionally disturbed accuser, son of the patient, who lied, without any appreciation that Petitioner had saved his mother's life in the urgent, serious medical illnesses, in revengeful act against Petitioner, denied the payment for medical and procedural services fee, who intended to let his elderly mother die sooner for his own personal interest. With the false assumption made on the corrupted, false evidences produced by the state investigator, who intimidated witnesses and attorneys, the state medical board had made the wrong, erroneous decision and order, based on bias, prejudice and jealousy against Petitioner. The state's records had shown that Petitioner had never submitted any single medical service bill to collect any state Medicaid fund for 30 years of practice. Petitioner provided free medical healthcare to poor patients in the amount of several million dollars in the past three decades, in order to save, preserve the federal and state funds. Petitioner had saved thousands of lives of the citizens of the state and of the United States without the loss of a single life in medical office practice, never had a single complaint from the public of any wrong doing or any professional misconduct. Petitioner's success in private medical practices clearly had caused the state's jealousy, bias, prejudice, against Petitioner. State's interest to protect the action of the officers had caused the obstruction of the regularity of the administration of justice.

While the case was still being appealed to the higher authority, it did not justify the break in of Petitioner's home office and business enterprise, even before the illegitimate,

fraudulent deed was presented to Petitioner, and took away the property, the only primary home and the lifetime saving. This total destruction to Petitioner's livelihood was authorized by the respondents. It is clearly in violation of the Equal Protection standard in accordance to the Constitution of the United States, Amendment XIV. Supreme Court review is essential to ensure uniformity in the interpretation of federal law. Therefore, Petition for Writ of Certiorari should be granted.

REASONS FOR GRANTING THE PETITION

1. The Distribution and Exercise of the Rights to the Equal Protection of Citizens of Illiteracy in Real Estate Knowledge is an Important Question of Federal Law.

Petitioner asks this Court to directly address the application of the Equal Protection to the citizens of their Rights, when a state denies certain citizens the right to hold and save their home, while allowing other fraudulent companies to exercise that right, who are in business of violation to the Federal Laws. It is the national importance of having The United states Supreme Court decide the questions involved as for the safety and privilege of the elderly citizens of illiteracy in real estate knowledge to be protected, according to the Constitution of the United States Amendment 14.

2. Mortgage on the Face that the Respondents created for the Poor Home Owner is in Violation of the Federal Law. Million citizens' Mental Health is being affected as being the Victims.

Million citizens of illiterate knowledge in real estate nation wide, who are victims of the Respondents, are suffering from mental health problems, psychological trauma, mental distress, mental depression, delusional psychosis, and other anxiety conditions that prevent them to perform their

normal functions of working and living. Senior citizens who lose their homes, as the results of the Respondents' Mortgage on the Face, created fraudulently in order to foreclose the properties when the victims default on payments, had mortgages paid off completely and that attracted the Respondents.

3. Respondents' Exertion of Influence over the State Court is Prominent. All Auctions of Foreclosure and Sales with Transactions are conducted in the States Court Room.

The conduction of business of corporate greed began from the first Originator Mortgage, created fraudulently by the Kingsland Funding Corporation for the victim, then one year later transferred to the Covered Mortgage created by Delta Funding Corporation by the same team of settlement transactions company who work for both Kingsland Funding Corporation and Delta funding Corporation with their closed business connection. No one including petitioner, who was the rightful and legal owner could take the property back by taking the honest mortgage, who was also intimidated by Delta Funding Corporation, as described in Petitioner's statement of the case. Only by the process of the auction of foreclosure sale, to complete their eluded, fraudulent foreclosure market and no traces of the legal original owner would ever be found. Delta Funding Corporation was certainly confident that the state interest would pay off of the protection in its favor, in the control of the court's irregularity administration of justice. This clear evidence indicated that for petitioner to answer foreclosure action on March 1999 and on December 23, 1999 would certainly have no different outcome than the property being taken away fraudulently and the final total destruction of Petitioner's livelihood, committed by the Respondents.

Petitioner had brought the civil action to the United States District Court, Southern District of N.Y. on May 7, 2004 to explore the Appeals and Petition processes and was dismissed on ground that confirmed the right path justice.

4. Petitioner was the Real Intending Target Victim Of the Fraudulent Foreclosure Real Estate Market of the Respondents, as other Victims appeared in The New York Times Report.

THE NEW YORK TIMES

Vol. CXLVIII. No. 51,406
NEW YORK, MONDAY, January 18, 1999

SUITS SAY UNSCRUPULOUS LENDING
IS TAKING HOMES FROM THE POOR
Borrower Beware: A Special Report.
By: Randy Kennedy

By all appearance, the loan agreement GLORIA KNIGHT signed in 1995 was a classic transaction between savvy mortgage salesmen and an unsophisticated borrower in a poor Brooklyn neighborhood.

Ms. Knight, a retired teacher, says the salesmen who knocked on her door persuaded her to put her house up as collateral for an $ 88,000. loan, at 13% interest- even though she had no income and no way to make the $ 973 monthly payments. She defaulted on her loan, leading to eviction notices. Delta Funding Corp.'s partner in trying to take Ms. Knight's home is the Bankers Trust Company of California.

High-interest lending in poor neighborhoods has long produced high profits for lenders and, often, equally high burdens for homeowners.

A high percentage of the homeowners can't afford Delta's mortgage. They were duped into taking the loans and now may lose their homes as Delta and Bankers Trust try to reclaim the money for their investors. The companies have generated more complaints of abusive lending than

any other high-interest lender in New York City. Delta has taken advantage of scores of homeowners and violated Federal and State Laws.

Ms. Knight, 55 yrs. Old, who had since been found to be delusional by a psychiatrist for the city's Protective Services for Adults, cannot even afford electricity. She had something that made her attractive to lenders like Delta: her row house in East New York, which was fully paid for and which served as security.

Chief Judge Charles P. Sifton of Federal Court for Eastern District of New York, a month earlier, stopped the Foreclosure sales of homes of three people who defaulted on Delta loan, because the mortgages "on their face" violated Federal Law, and among other laws, a Federal prohibition on making loans based solely on equity in a house and not on a homeowner's ability to repay.

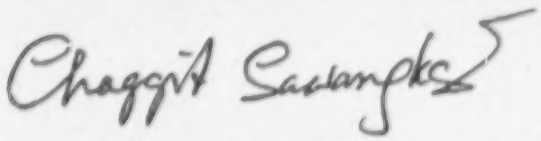
5. Respondents' creation of Title of Foreclosure Action Using Faked, Fraudulent Names as Partners, and Co-Owners of Petitioner's Property in order to elude the Public and Regularity of Legal Process of Law, in the Sophisticated Scheme of Fraudulent Corporate Business in Violation of Federal Law.

There were no one and no such names as Amyra Singh, no Pupo Singh, no Mario Lenadez and City of New York Parking Violation Bureau, ever were co-owners or partners in Ownership of Petitioner's property at 802 Seneca avenue at any period of time in the past 30 years. The Respondents put these fake names in the Title for the purpose of eluding and fooling the public of complication. Petitioner has been a single sole owner of the property for 30 years without interruption as a primary resident at 802 Seneca Avenue property. The sophisticated scheme of the fraudulent foreclosure market and the corporate business practice had prevented any banks or any one to take over or even the rightful, legitimate owner to recover the property. Only through the auction sale in the state court room that their connection of the fraudulent business could take over property and cover up the traces of evidence of the real, original rightful owner.

CONCLUSION

For the Petitioner's factual Statement of the Case with clearly explicit information and explanation, including all legitimate exhibits relevant to the case in this Petition, and the reasons set forth above, the Court should grant this Petition for Writ of Certiorari.

Respectfully submitted,



Chaggrit Sawangkao, M.D.
801 Seneca Avenue,
Ridgewood, New York 11385
(718) 496-5250